

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA FE COUNTY
AND
THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT
FOR THE PURCHASE OF HANDICAPPED-ACCESSIBLE BUSES AND
INFRASTRUCTURE**

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into this 20th day of July, 2009 between the North Central Regional Transit District, hereinafter "NCRTD" and Santa Fe County, hereinafter "COUNTY", collectively, referred to as the "PARTIES". The PARTIES agree as follows:

SECTION ONE- TERM

This Agreement shall take effect upon execution by the PARTIES and shall terminate on June 30, 2013. None of the PARTIES shall have obligations under this Agreement after said date.

SECTION TWO- NCRTD's RESPONSIBILITIES

The NCRTD Shall:

1. Be responsible for purchasing and equipping vehicles and using those vehicles in a program certified pursuant to international standards to provide transportation services primarily within Santa Fe County.
2. Ensure that the vehicles comply with the Americans With Disabilities Act of 1990.
3. Use its own funds to provide liability insurance and pay for all maintenance of vehicles purchased with funds from this Agreement.

SECTION THREE- COUNTY RESPONSIBILITIES

The County Shall:

1. Reimburse NCRTD for the purchase of a vehicle or vehicles for use in complying with the NCRTD's responsibilities set forth above. The vehicles shall be purchased following execution of this Agreement.
2. The County's total funding for this Agreement shall not exceed \$15,000.00.
3. In the event NCRTD fails to secure reimbursement for the purchase of a vehicle or vehicles by June 30, 2011 this Agreement shall terminate and the County shall have not further obligations to NCRTD.

SECTION FOUR- REPORTING

NCRTD shall submit quarterly status reports to the County after the end of each quarter but no later than October 25, January 25, April 25, and August 25 of each year. At a minimum, the quarterly report shall indicate the current and cumulative status of the purchase of the vehicle or

vehicles and said services provided with said vehicle in Santa Fe County work program elements with respect to the activities undertaken and funds expended.

SECTION FIVE-REIMBURSEMENTS

The County shall reimburse NCRTD for eligible expenses upon receipt of invoices containing supporting documentation as approved by County. The documentation shall establish that the vehicle or vehicles were procured in compliance with the State Procurement Code. Only those expenses that are properly documented and deemed eligible will be reimbursed under this Agreement. The following supporting documentation is needed for reimbursement for the purchase of vehicles:

1. purchase order;
2. invoice;
3. bill of sale showing payment in full for the vehicle;
4. inspection of vehicle;
5. copy of check used to pay for the vehicle; and
6. all documentation of the procurement process.

SECTION SIX- CONTACT PERSONS

The contact person for this Agreement shall be:

For NCRTD:

Josette Lucero, Executive Director
North Central Regional Transit District
3600 Rodeo Lane, #B-6
Santa Fe, NM 87507

For Santa Fe County:

Paul Olafson,
Santa Fe County
102 Grant Ave.
Santa Fe, NM 87504

With a copy of all correspondence and submissions to:

Michelle Bowdon
Contracts Manager
Santa Fe County
102 Grant Ave.
Santa Fe, NM 87504

SECTION SEVEN- TORT CLAIMS ACT

Neither of the PARTIES shall be responsible for liability incurred as a result of another PARTY'S acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-41-1, et seq., as amended. This paragraph is

intended only to define the liabilities as governed by common law and the New Mexico Tort Claims Act. The PARTIES and their "public employees" as defined in the New Mexico Tort Claims Act do not waive any defense or any limitation of liability. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

SECTION EIGHT- TERMINATION

1. Either party has the options of canceling this Agreement by giving thirty (30) days written notice prior to purchase of the vehicle. Unless otherwise directed by Santa Fe County in writing, upon receipt of a "Notice of Cancellation," the parties shall immediately suspend any further work.

2. Either party may terminate the Agreement for cause based upon any material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice, the breaching party has not corrected the breach or, in the case of a breach with cannot be corrected in thirty (30) days, the breaching party has not begun and proceeded in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under law.

SECTION NINE- AUDIT

The NCRTD shall grant the COUNTY, the State and the Federal government or any of their duly authorized representatives the right of access to any books, documents, papers and records of the parties or their subcommittees which are directly pertinent to this Agreement for the purpose of making audits, examination excerpts, and transcriptions.

The NCRTD shall ensure that an annual audit of the Project based on the NCRTD's fiscal year shall be conducted pursuant to OMB Circular A-110 or A-128, whichever is applicable. Prior to initiation of the annual audit, the NCRTD shall inform the COUNTY of the firm proposed to conduct the audit and the COUNTY shall have the right to approve the proposed audit firm. The NCRTD agrees to provide the COUNTY with a copy of the audit report concerning any portion of the period of the Agreement, as soon as it is released, but in no case later than six months following the close of the local fiscal year.

SECTION TEN- AUDIT EXCEPTIONS

If Federal or State audit exceptions are made relating to this Agreement, the NCRTD shall reimburse all costs incurred by the COUNTY associated with defending against the audit exceptions or performing an audit or follow-up audit including but not limited to audit fees, court costs, attorney's fees based upon reasonable charges in the community, travel costs, and penalty assessments.

Immediately upon notification from the COUNTY, the NCRTD shall reimburse the amount of the audit exception and any other related costs directly to the COUNTY as specified by the COUNTY in the notification.

SECTION ELEVEN- ASSIGNMENT

The NCRTD shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written approval of the COUNTY.

Should subcontract(s) be authorized by the COUNTY, the subcontractor(s) shall be subject to all provisions of this Agreement. It shall be the NCRTD's responsibility to inform the subcontractor(s) by means of a contract or other legally binding document of the subcontractor's responsibilities under this Agreement.

SECTION TWELVE- SEVERABILITY

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

SECTION THIRTEEN- AMENDMENT

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by all PARTIES.

IN WITNESS WHEREOF, the PARTIES have set their hands and seals this day and year set forth below.

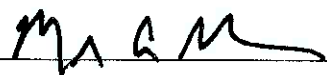
NORTH CENTRAL REGIONAL TRANSIT DISTRICT

By: 

Josette Lucero
Executive Director
North Central Regional Transit District

Date: 7/7/09

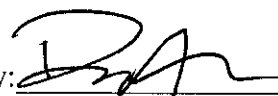
APPROVED AS TO LEGAL FORM:

By: 

Mark Basham, NCRTD Legal Counsel

Date: 7/7/09

SANTA FE COUNTY

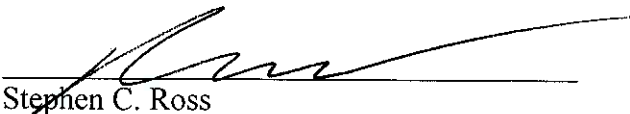
By: 

Roman Abeyta
Santa Fe County Manager



Date: 7/10/09

APPROVED AS TO LEGAL FORM:



Stephen C. Ross
Santa Fe County Attorney

Date: 7-9-09

FINANCE DEPARTMENT APPROVAL:



Teresa Martinez
Santa Fe County Finance Director

Date: 7/20/09